

U.S. Department of Justice

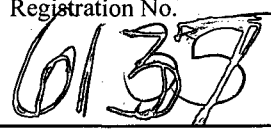
Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Just Consulting 500 N. Washington St. Alexandria VA, 22314		2. Registration No. 
3. Name of Foreign Principal Organization of Islamic Cooperation	4. Principal Address of Foreign Principal P.O.Box 178 Jeddah 21411, Kingdom of Saudi Arabia	
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Intergovernmental Organization</u></div></div> <input type="checkbox"/> Individual-State nationality		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant b) Name and title of official with whom registrant deals		
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals c) Principal aim		

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The OIC is the second largest intergovernmental organization after the United Nations and has a membership of 55 states spread over four continents, as well as the Palestinian Authority. The Organization is the collective voice of the Muslim world and is dedicated to ensuring, safeguarding and protecting Islamic interests and values.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The Islamic Summit, composed of Kings and Heads of State and Government of Member States, is the supreme authority of the Organization. It convenes once every three years to deliberate, take policy decisions and provide guidance on all issues pertaining to the realization of the objectives and consider other issues of concern to the Member States and the Ummah.

The Council of Foreign Ministers, which meets once a year, considers the means for the implementation of the general policy of the Organization by, inter alia:

a. Adopting decisions and resolutions on matters of common interest in the implementation of the objectives and the general policy of the Organization;

b. Reviewing progress of the implementation of the decisions and resolutions adopted at the previous Summits and Councils of Foreign Ministers;

The General Secretariat, which is the executive organ of the Organization, entrusted with the implementation of the decisions of the two preceding bodies.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A September 25, 2012	Name and Title Joseph K. Grieboski, CEO of just CONSULTING	Signature /s/ Joseph K. Grieboski	eSigned
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U.S. Department of Justice

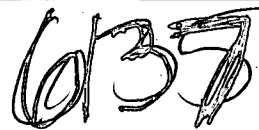
Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Just Consulting	2. Registration No. 
3. Name of Foreign Principal - Organization of Islamic Cooperation	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Please see attached agreement

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Research and analyze issues of concern to the Organization of Islamic Cooperation, and counsel the principal on U.S. areas of concern and activities in the Legislative and Executive branches. We will also maintain contact with Members of Congress and their staff, Executive branch officials, non-governmental organizations, media, and corporations.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See section 8.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
September 25, 2012	Joseph K. Grieboski, CEO of just CONSULTING	/s/ Joseph K. Grieboski eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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**AGREEMENT FOR STRATEGIC HUMAN RIGHTS ADVISORY, CONSULTING, AND CAPACITY
BUILDING SERVICES**

Between *just CONSULTING, LLC*, and the **Kingdom of Morocco**

This engagement will be on a one-year basis beginning October 1, 2012 and ending September 30, 2013. Either party may terminate the contract with 30 days notice. It is anticipated by the Parties that the Engagement Term will be extended or amended for a further one (1) year period thereafter.

just CONSULTING, LLC, agrees to provide the Kingdom of Morocco with strategic and tactical human rights consulting and capacity-building, human rights communications advice, and grassroots human rights development.

The Kingdom of Morocco agrees to pay *just CONSULTING, LLC*, a retainer of \$120,000.00 per year plus expenses.

The Kingdom of Morocco shall pay all expenses reasonably incurred by *just CONSULTING, LLC*, in the course of performing Services under this Agreement. Reasonable and customary expenses shall include hotels, meals, and other customary costs of travel and ground transportation, filing and delivery fees, etc. The Kingdom of Morocco shall reimburse expenses within fifteen (15) days following the submission by *just CONSULTING, LLC*, of business expense statements and on such forms as the Kingdom of Morocco may reasonably require.

just CONSULTING, LLC, agrees to abide by every applicable law or regulation covering government contracts for consulting groups during implementation of this Agreement.

just CONSULTING, LLC, shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Kingdom of Morocco harmless from any claims that arise from said acts.

just CONSULTING, LLC, is an independent contractor, and, as such, has no authority to bind the Kingdom of Morocco in any manner whatsoever, absent the express written consent of the Kingdom of Morocco. The Kingdom of Morocco has no authority to bind *just CONSULTING, LLC*, in any manner whatsoever, absent the express written consent of *just CONSULTING, LLC*. The Kingdom of Morocco shall be solely responsible for the acts of its employees and/or agents and shall defend and hold *just CONSULTING, LLC*, harmless from any claims that arise from said acts.

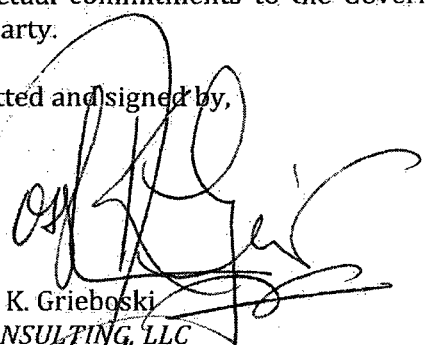
The Kingdom of Morocco hereby expressly and irrevocably waives any immunity from suit or arbitration that it may possess under statute or common law, including but not limited to immunity pursuant to the Foreign Sovereign Immunities Act, as amended, 28 U.S.C. Secs. 1601Z11 (the "FSIA"), for any legal action, arbitration, or proceedings arising out of or relating

to this Agreement for Strategic Human Rights Advisory, Consulting, and Capacity-Building Services. The Kingdom of Morocco further agrees that by entering into this Agreement for Services to be performed by *just CONSULTING, LLC*, the Kingdom of Morocco is engaging in commercial activity in the United States.


just CONSULTING, LLC, shall treat as confidential and shall not disclose or use for the benefit of any person other than the Kingdom of Morocco any and all information made available or disclosed to *just CONSULTING, LLC*, as a result of or related to the present Agreement; provided, however, *just CONSULTING, LLC*, shall have no obligation hereunder as to any portion of such information which is disclosed by the Kingdom of Morocco to others without any restriction on use and disclosure.

The Kingdom of Morocco will not request, and noting in this Agreement shall be deemed to require, *just CONSULTING, LLC*, undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article, or distribute any material which, in the judgment of *just CONSULTING, LLC*, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to the interests of *just CONSULTING, LLC*, or the Kingdom of Morocco. Similarly, nothing in this Agreement shall be construed as committing *just CONSULTING, LLC*, to violate any lawful contractual commitments to the Government of the United States, the media, NGOs, or any third party.

Submitted and signed by,


Joseph K. Grieboski
just CONSULTING, LLC

DATED 9/25/2012


Agreed to and accepted by,
Ambassador Rachad Bouhlal
Kingdom of Morocco

DATED 9/25/2012

UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
2012 OCT -9 PM 12:28

just CONSULTING, LLC, agrees to provide the Organization of Islamic Cooperation with strategic and communications consulting, advice, and execution, strategic and tactical public and media outreach, and government affairs representation services.

just CONSULTING, LLC, agrees to provide the Kingdom of Morocco with strategic and tactical human rights consulting and capacity-building, human rights communications advice, and grassroots human rights development.

10/1/09 10:11 AM

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ARTICLES OF ORGANIZATION

OF

JUST CONSULTING, LLC

Pursuant to Title 29, Chapter 10 of the District of Columbia Code (the D.C. Limited Liability Company Act of 1994), the organizer(s) named below adopt the following Articles of Organization:

- FIRST: The name of this limited liability company shall be

JUST CONSULTING, LLC
- SECOND: The effective date of these articles shall be upon filing.
- THIRD: The period of duration of this limited liability company shall be perpetual.
- FOURTH: The purpose for which this limited liability company has been organized is: Consequential consulting will provide full service social justice consulting to corporations, countries, NGOs, and others.
- FIFTH: The address of this limited liability company's registered office in the District of Columbia is 1090 Vermont Avenue, N.W., Washington, DC 20005.
- SIXTH: The name of the limited liability company's registered agent in the District is Corporation Service Company. This agent's consent to act as registered agent for the company is evidenced in the attached executed "Written Consent To Act As Registered Agent."
- SEVENTH: This limited liability company's principal place of business is

1620 I Street, N.W.
Suite LL10
Washington, DC 20006
- EIGHTH: The number of organizers of this company is one (1). The name and address of the organizers is:

Renee Rice
1090 Vermont Avenue, NW,
Suite 430
Washington, DC 20005

DC LL D-: ARTICLES OF ORGANIZATION 04/01 (DCLLCORG)

NINTH: The limited liability company shall be managed by members and the names and business addresses of the initial members are:

Joseph K Grieboski
1620 I Street, N.W.
Suite LL10
Washington, DC 20006

Executed this 22nd day of January 2009.

Alexis Rice, Organizer

ARTICLES OF ORGANIZATION

OF

JUST CONSULTING, LLC

Pursuant to Title 29, Chapter 10 of the District of Columbia Code (the D.C. Limited Liability Company Act of 1994), the organizer(s) named below adopt the following Articles of Organization:

- FIRST: The name of this limited liability company shall be
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- SECOND: The effective date of these articles shall be upon filing.
- THIRD: The period of duration of this limited liability company shall be perpetual.
- FOURTH: The purpose for which this limited liability company has been organized is: Consequential consulting will provide full service social justice consulting to corporations, countries, NGOs, and others.
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Suite LL10
Washington, DC 20006
- EIGHTH: The number of organizers of this company is one (1). The name and address of the organizers is:

Renee Rice
1090 Vermont Avenue, NW,
Suite 430
Washington, DC 20005

DC LL D-: ARTICLES OF ORGANIZATION 04/01 (DCLLCORG)

NINTH: The limited liability company shall be managed by members and the names and business addresses of the initial members are:

Joseph K Grieboski
1620 I Street, N.W.
Suite LL10
Washington, DC 20006

Executed this 22nd day of January 2009.

Renee Rice, Organizer

12. Do any of the above described services include political activity as defined in Section 1(o) of the Act and in the footnote below?

Yes. ☒ No ☐

If yes, describe separately and in detail such political activity.

Educating policy makers on the function, positions, and priorities of the Organization of Islamic Cooperation

13. The services described in Items 11 and 12 are to be rendered on a

☒ full time basis☐ part time basis

☐ special basis

14. What compensation or thing of value have you received to date or will you receive for the above services?

☐ Salary: Amount \$ _____ per _____ ☐ Commission at _____ % of _____

☒ Salary: Not based solely on services rendered to the foreign principal(s).

☐ Fee: Amount \$ ☐ Other thing of value

15. During the period beginning 60 days prior to the date of your obligation to register to the time of filing this statement, did you make any contributions of money or other things of value from your own funds or possessions and on your own behalf in connection with any election to political office or in connection with any primary election, convention, or caucus held to select candidates for any political office? Yes ☐ No ☒

If yes, furnish the following information:

Date	Amount or Thing of Value	Political Organization or Candidate	Location of Event
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EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

September 25, 2012

(Date of signature)

/s/ Jared Kelly

(Signature)

eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.